Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Assignment of Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Chicago Baseball Holdings, LLC		110/27/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as collateral agent for the Secured Parties
Street Address:	Louisville Loan Center
Internal Address:	P.O. Box 33035
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40232-3035
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Serial Number:	73240066	С
Serial Number:	73752741	CHICAGO CUBS
Serial Number:	73762765	CHICAGO CUBS
Serial Number:	73752742	CHICAGO CUBS
Serial Number:	73762807	CHICAGO CUBS
Serial Number:	78832101	CHICAGO ORPHANS
Serial Number:	78633656	CUBBIES
Serial Number:	78633837	CUBS
Serial Number:	78633836	CUBS
Serial Number:	78633834	CUBS
Serial Number:	78633665	CUBS
Serial Number:	78633664	CUBS
Serial Number:	78633658	CUBS
	11	TRADEMARK

REEL: 004099 FRAME: 0154

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Serial Number:	78633657	CUBS
Serial Number:	73011582	CUBS
Serial Number:	72278467	CUBS
Serial Number:	78633654	CUBS
Serial Number:	73753285	CUBS
Serial Number:	78633653	CUBS
Serial Number:	78633652	CUBS
Serial Number:	78633655	CUBS
Serial Number:	78633651	CUBS
Serial Number:	76159416	С
Serial Number:	76147633	С
Serial Number:	73393194	С
Serial Number:	78634123	С
Serial Number:	73752545	С
Serial Number:	78633649	С
Serial Number:	78633647	С
Serial Number:	78633650	С
Serial Number:	78633645	С
Serial Number:	74552991	С
Serial Number:	74173748	CUBS CARE
Serial Number:	78633646	
Serial Number:	73752274	
Serial Number:	77580086	
Serial Number:	74446388	MR. CUB
Serial Number:	78449094	W
Serial Number:	73752544	WRIGLEY FIELD HOME OF CHICAGO CUBS
Serial Number:	73752541	

CORRESPONDENCE DATA

Fax Number: (212)969-2900

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 969-3000

Email: trademark@proskauer.com

Correspondent Name: Jenifer de Wolf Paine Address Line 1: Proskauer Rose LLP Address Line 2: 1585 Broadway

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	40869-004/TRIBUNE #3			
NAME OF SUBMITTER:	Jenifer deWolf Paine			
Signature:	/Jenifer deWolf Paine/			
Date: 11/19/2009				
Total Attachments: 9 source=TM SA to JPMorgan Chase Bank 2	#page2.tif #page3.tif #page4.tif #page4.tif #page5.tif #page5.tif #page6.tif #page6.tif #page7.tif			

ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

THIS ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT (this "Assignment") is executed as of October 27, 2009, by CHICAGO BASEBALL HOLDINGS, LLC, a Delaware limited liability company ("Assignor"), in favor of JPMORGAN CHASE BANK, N.A. ("JPMCB"), as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent"). Capitalized terms used but not defined herein shall have the meanings ascribed to them pursuant to that certain Security and Guarantee Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Assignor, the Guarantors (as defined therein) party thereto and the Collateral Agent.

- 1. <u>Trademark Security Agreement</u>. "<u>Trademark Security Agreement</u>" means that certain Trademark Security Agreement, dated as of the date hereof, by and between Assignor and Chicago Cubs Baseball Club, LLC, a Delaware limited liability company.
- 2. <u>Assignment</u>. For good and valuable consideration received by Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, transfers and assigns to the Collateral Agent all of Assignor's right, title, and interest in, to and under the Trademark Security Agreement, together with all moneys now owing or that may hereafter become due or owing in pursuant thereto, and the full benefit of all the powers and of all the terms, covenants and provisions contained therein.
- 3. No Assumption. Assignor hereby agrees and acknowledges that neither the Collateral Agent nor any other Secured Party shall be deemed to have assumed any of the obligations or liabilities of Assignor under the Trademark Security Agreement by reason of this Assignment or otherwise (except to the extent, if any (and solely to such extent), expressly provided in the Trademark Security Agreement or otherwise as being necessary in order to satisfy any conditions set forth in the Trademark Security Agreement to the effectiveness of the assignment of rights and interests contemplated hereby), and further agrees to indemnify, protect and defend the Collateral Agent, each Secured Party and each of their respective Affiliates and the directors, officers, employees, managers, members, partners, agents, attorneys, representatives and advisors (each of the foregoing, an "Indemnitee") against, and to hold each such Person harmless from and with respect to, any actions, claims or demands by any other party thereunder, except to the extent determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted solely and directly from the gross negligence or willful misconduct of such Indemnitee.
- 4. <u>Power and Authority</u>. Assignor represents and warrants to the Collateral Agent that it is fully empowered and authorized to execute and deliver this Assignment, and the individual signing this Assignment on behalf of Assignor is fully empowered and authorized to do so.
- 5. <u>Counterpart Execution</u>. This Assignment may be executed in one or more counterparts, all of which taken together shall be considered one and the same instrument and each of which shall be deemed an original. Delivery of an executed signature page to this Assignment by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Assignment.

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6. <u>GOVERNING LAW</u>. THIS ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAW (OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW (OR ANY SUCCESSOR PROVISION THERETO)).

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered by its duly authorized officer as of the date first set forth above.

CHICAGO BASEBALL HOLDINGS, LLC, as Assignor,

By:

Name:
Title:

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A., as Collateral Agent,

By:

Name: Scott Willeisen
Title: Uice Prestdent

Acknowledged and Agreed:

CHICAGO CUBS BASEBALL CLUB, LLC,

[Signature Page to Assignment of Trademark Security Agreement (Teamco)]

Name: Title: IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered by its duly authorized officer as of the date first set forth above.

CHICAGO BASEBALL HOLDINGS, LLC, as Assignor,

Name: The mas J. Probetts.
Title: Executive vice president

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A., as Collateral Agent,

By: Name:

Acknowledged and Agreed:

Title:

CHICAGO CUBS BASEBALL CLUB, LLC,

Name: Thomas S. Richards
Title: Town by Very Postdent

[Signature Page to Assignment of Trademark Security Agreement (Teamco)]

California Country: Mark App. # <u>Classes</u> 39 CUBS and Design 1979 Primary

Reg. # 097586

Reg. Dt 6/1/1993

Status Registered



Country: South Carolina

Mark CUBS and Design 1979 Primary 25

Classes

App. #

App. Dt 9/23/1994

App. Dt

Reg. # None Assigned

Reg. Dt 10/10/1994

Status Registered



	S					
<u>Mark</u>	<u>Classes</u> 25, 28	<u>App. #</u> 73/240,066	App. Dt 11/21/1979	<u>Reg. #</u> 1,183,876	Reg. Dt 12/29/1981	<u>Status</u> Registered
CHICAGO CUBS	11, 25	73/752,741	9/16/1988	1,544,313	6/20/1989	Registered
CHICAGO CUBS	41	73/762,765	11/9/1988	1,548,675	7/18/1989	Registered
CHICAGO CUBS (Stylized Design) 1982 Lettering	25	73/752,742	9/19/1988	1,538,193	5/9/1989	Registered
	16, 41	73/762,807	11/9/1988	1,612,016	9/4/1990	Registered
CHIGAGO	16, 41 25	73/762,807 78/832,101	11/9/1988	1,612,016	9/4/1990	Registered FILED
CHICAGO ORPHANS				1,612,016	9/4/1990	
CHICAGO ORPHANS CUBBIES	25	78/832,101	3/8/2006	1,612,016 3,326,193	9/4/1990	FILED
CHICAGO CUBS and Design 1984 Lettering CHICAGO CHICAGO ORPHANS CUBBIES CUBS	25	78/832,101 78/633,656	3/8/2006 5/19/2005			FILED FILED
CHICAGO ORPHANS CUBBIES CUBS	25 25 09	78/832,101 78/633,656 78/633,837	3/8/2006 5/19/2005 5/20/2005	3,326,193	10/30/2007	FILED FILED Registered

Country: United States						
<u>Mark</u> CUBS	<u>Classes</u> 25	Ann. # 78/633,664	App. Dt 5/19/2005	Reg. # 3,231,137	Reg. Dt 4/17/2007	<u>Status</u> Registered
CUBS	28	78/633,658	5/19/2005	3,320,041	10/23/2007	Registered
CUBS	41	78/633,657	5/19/2005	3,231,136	4/17/2007	Registered
CUBS and Design 1945 Primary	06, 14, 16, 18, 20, 21, 24, 25, 26, 28, 30, 34	73/011,582	1/23/1974	1,042,652	7/6/1976	Registered
CUBS and Design 1957 Primary	41	72/278,467	8/17/1967	869,838	5/20/1969	Registered
(UBS						
CUBS and Design 1979 Primary	09	78/633,654	'5/19/2005	3,326,192	10/30/2007	Registered
UES						
CUBS and Design 1979 Primary	11	73/753,285	9/16/1988	1,538,033	5/9/1989	Registered
UBS						
CUBS and Design 1979 Primary	16	78/633,653	5/19/2005	3,320,040	10/23/2007	Registered
UBS						
CUBS and Design 1979 Primary	18	78/633,652	5/19/2005	3,320,039	10/23/2007	Registered
(UES)						
CUBS and Design 1979 Primary	25	78/633,655	5/19/2005	3,231,135	4/17/2007	Registered
OBS						
CUBS and Design 1979 Primary	28	78/633,651	5/19/2005	3,320,038	10/23/2007	Registered
UES						

Cubs C (Stylized) 1910 Cap Cubs C (Stylized) 1910 Cap Cubs C (Stylized) 1957 Cap Cubs C (Stylized) 1969 Cap 14 Cubs C (Stylized) 1969 Cap 28	76/159,416 76/159,416 76/147,633	App. Dt 11/3/2000 9/26/2000	<u>Reg. ₩</u> 2,506,407 2,667,880	Reg. Dt 11/13/2001 12/31/2002	Status Registered Registered	
Cubs C (Stylized) 1957 Cap Cubs C (Stylized) 1969 Cap O9, 16 Cubs C (Stylized) 1969 Cap O9, 16 Cubs C (Stylized) 1969 Cap 14 Cubs C (Stylized) 1969 Cap 16			2,667,880	12/31/2002	Registered	
Cubs C (Stylized) 1969 Cap Outs C (Stylized) 1969 Cap Id			2,667,880	12/31/2002	Registered	
Cubs C (Stylized) 1969 Cap O9, 16 Cubs C (Stylized) 1969 Cap Oubs C (Stylized) 1969 Cap 14 Cubs C (Stylized) 1969 Cap 16	73/393,194	9/29/1982				
Cubs C (Stylized) 1969 Cap Outs C (Stylized) 1969 Cap Cubs C (Stylized) 1969 Cap 14			1,297,664	9/25/1984	Registered	
Cubs C (Stylized) 1969 Cap Cubs C (Stylized) 1969 Cap 16	78/634,123	5/20/2005	3,403,046	3/25/2008	Registered	
Cubs C (Stylized) 1969 Cap 16	, 28 73/752,545	9/16/1988	1,536,262	4/25/1989	Registered	
	78/633,649	5/19/2005	3,395,907	3/11/2008	Registered	
Cubs C (Stylized) 1969 Cap 28	78/633,647	5/19/2005			Filed	
	78/633,650	5/19/2005	3,320,037	10/23/2007	Registered	
Cubs C and Bear Design 1908 25 Road Jersey	78/633,645	5/19/2005	3,403,043	3/25/2008	Registered	

unity: Canada						
Mark HICAGO CUBS (Stylized sign) 1996 Lettering	Classes	<u>App.#</u> 496450	App. Dt 12/20/1982	<u>Reg. N</u> 337137	<u>Reg. Dt</u> 2/19/1988	<u>Status</u> REGISTERED
JBS and Design 1979 Primary		1290162	2/16/2006			FILED
JBS and Design 1979 Primary		496451	12/20/1982	337138	2/19/1988	REGISTERED
abs C (Stylized) 1910 Cap	***************************************	496449	12/20/1982	337136	2/19/1988	REGISTERED

RECORDED: 11/19/2009